

Law of Georgia

Railway Code of Georgia

Chapter I

General Provisions

Article 1. The Aim and Area of Action of the Code State Support to Develop the Railway Transport

- 1. This code determines the economic, legal, organizational and technologic bases of functioning of the transport, its place and role in the economy and social sphere of Georgia, regulates legal relationships arisen while using the railway service and determines rights, obligations and responsibilities of the parties.*
- 2. The scope of this code spreads on transporting the passengers, cargo, luggage, cargo-luggage, and post by the railway of common use.*
- 3. The state supports developing of the railway transport and, derived from its strategic and social role, creating the supporting conditions for functioning of this field.*

Article 2. Interpretation of the Terms Used in the Code Terms Used in this Code have Following Meanings:

- a. "Local railway transporting" - transporting the passengers, cargo, luggage, cargo-luggage, and post by the railway in the frames of Georgia;*
- b. "Places for not common use" - open and closed storehouses, special lands within or outside the railway station territory set by the legislation of Georgia, which do not belong to the railway station or are given for rent to other persons and are used for loading , overloading, organizing and keeping of the cargo, luggage, cargo-luggage, and post;*
- c. "Luggage" - property of passenger, carried in the luggage van;*
- d. "Ticket" - traveling document, that gives the right to travel and obliges the railway to transport the passenger;*
- e. "Overload" - loading more cargo in the railway means than regulated;*
- f. "Transporter" - person, who based on the agreement transports passengers, cargo, luggage, cargo-luggage, and post by the railway mean in his property;*
- g. "Documents of transporting" - ticket, receipt of luggage, receipt of cargo luggage, laid on superposed, road register, carriage paper and other transporting documents, that confirms existence of the transporting agreement;*
- h. "Line of alienation" - the plain land, existed in the railway property, that has artificial and railway buildings, energy supporting and communicational equipments, railway stations, defending forests and corresponding objects for functioning of the railway and railway structural units on it;*
- i. "Additional payment" - the rate of amount unforeseen by the transporting fee for fulfillment of the additional work;*

- j. "Defense zone" - the lot of land necessary for defense of railway buildings, equipments and other objects, stiffness of the plain land and contiguous creeping land;
- k. "Expeditor" - person, who based on the agreement with the customer, fulfills the service connected to transporting the luggage by his name and customer's finances;
- l. "Carriage" - open or closed railway transporting mean with metal tires, equipped with all means of loading in the train and intended for transporting the passengers, cargo, luggage, cargo-luggage, and post;
- m. "Variety of carriage" - universal or special carriage for transporting the cargo;
- n. "Laid on superposed" - agreement of the transportation, registered by written way between railway and cargo sender (receiver), transporting with the cargo the whole road according to standings on transporting the cargo foreseen by legislature of Georgia and this Law;
- o. "Container" - transporting equipment for multi use, construction of which provides defense of transporting cargo in various transporting means and is equipped for hastening the overloading;
- p. "Contracting party" - party of the agreement that has its stores, conformable places for overloading and railways connected to them in the scope of the arrival railway;
- q. "Rail-truck" - regulated distance between the rails;
- r. "Locomotive" - pushing force connected to the mobile composition, that provides movement of the train or carriage on the rail-trucks;
- s. "Train" - composition of the carriages with one or more locomotives or engine carriages, also locomotives, carriages with engines, automobile railway car and trolleys without carriages equipped with regulated signals, that are send on the rail-roads;
- t. "Passenger" - person traveling with the train who has the ticket;
- u. "Combined transporting" - transporting with no less than two transportation means and one transporting document, provided by one transporting agreement (transportations with transporters following each-others);
- v. "Arrival railway" - railway that is intended for use of individual persons and is connected to the railway net of common use;
- w. "Pallet" - transporting packet or cargo tied in Ceylon;
- x. "Berth" - sleeping place corresponding to category and class of carriage;
- y. "Railway" - complex organization for transporting the passengers, cargo, luggage, cargo-luggage, and post, equipped with all technical means, service of which fulfill specialists providing organization of transporting and exploiting the means, service of which is regulated by the "Law of Georgia on entrepreneurs" and other legal acts;
- z. "Railway station" - complex of the buildings and equipments at the station, that includes buildings and pavilions for passenger services, platforms for passengers to board, several crosses in one or several levels, small architectural forms and visual communications;
- z1. "Railway station" - Structural unit of the railway or branch that is intended for organizing transportation of the passengers, cargo, luggage, cargo-luggage and post;
- z2. "Tariff policy of the railway" - normative act subordinated to law, adopted by the regulated rule set by the legislation of Georgia, that determines the fee of the service (fulfilled work) provided by the railway;

- z3. *“Structural units of the railway” - railway station, customary service, locomotive and carriage stations, carriage places, mechanized distances of overloading work, rail-roads, energetic support, alarming and communication buildings, also other structural units for organizing and providing transportation;*
- z4. *“Territorial authority of the railway” - structural unit of the railway, which organizes and provides transporting the passengers, cargo, luggage, cargo-luggage, and post at the region he serves;*
- z5. *“International transportation” - transportation of the luggage with one transporting document at the custom places of departing, transiting and appointment countries, by crossing one or several state borders, from the customs of one country through one or several customs;*
- z6. *“International railway traveling (transportation)” - transportation of the passengers, cargo, luggage, cargo-luggage, and post between Georgia and other states;*
- z7. *“Places for common use” - open and closed stores, also special lands provided for by the legislation of Georgia at the territory of the railway stations that are in property of railway and are used for loading, unloading, organizing and keeping the cargo, luggage, cargo-luggage and post;*
- z8. *“Rail road of common use” - railway line that railway stations are located on and any person can use it;*
- z9. *“Itinerary transportation” - transportation of the cargo with one laid on superposed weight of which corresponds the norm of itinerary weight;*
- z10. *“Railway rail-road” - couple rails that train moves on;*
- z11. *“Railway transport” - branch of transportation;*
- z12. *“Railway net” - main railway with railways connected to it, including the arrival railways;*
- z13. *“Railway composition” - connected railway transporting means without locomotive, train service brigades and train signals;*
- z14. *“Border railway station” - railway station located at the territory of Georgia or at the state border of Georgia, where customary and border control takes place towards railway transporting means, cargo and other transporting property;*
- z15. *“Controlling post of the border” - separated territory at the border railway station, where customary and border proceedings take place;*
- z16. *“Goods van” - van belonged to carrying the cargo;*
- z17. *“Dangerous cargo” - substances, sculptures, materials and industrial and other kind of rests determined by Georgian legislature, which, because of their characters, in existence of specified factors, in the process of loading, unloading, overloading or keeping may become reason of explode, burning, or other damage of the railway transporting means, transporting cargo, equipment, buildings, also which may become reason of death, harming, burning, illness, x-raying, poisoning of people, animals and birds or pollution of the environment;*
- z18. *“Cargo-luggage” - property that is carried by the carriage or post-luggage van;*
- z19. *“Consignor” - person, who or by whose name is made an agreement of transporting cargo, luggage, cargo-luggage and post, or by who or by whose name cargo, luggage, cargo-luggage and post is transferred to the railway according to the transportation agreement;*
- z20. *“Cargo” - property, live animals among them, also containers, pallets or analogous things, transporting equipments that are transferred by the property owner for transportation;*
- z21. *“Announced value of the cargo (luggage, cargo-luggage)” - announced value*

of the cargo (luggage, cargo-luggage) by the passenger or consignor, that specifies in the laid on superposed and expresses special interest of the consignor or passenger in given transportation;

z22. "Cargo receiver" - the person who has the right to receive the cargo, luggage, cargo-luggage, and post;

z23. "Insufficient cargo" - less amount of the cargo than regulated norm loaded in the railway transporting mean;

z24. "Hand luggage" - property of the passenger, carried in hand that can be placed in the specified places at the carriage.

Article 3. Law of Georgia on the Railway Transport

1. Functioning of the railway transports is regulated by the Constitution of Georgia, International treaties and agreements of Georgia, this code and other normative acts of Georgia.

2. Organizing and providing military railway transportation is regulated by the corresponding normative acts.

Article 4. Property Existed in the Possession of the Railway

Mobile composition, rail and energetic thrift, equipments of alarm and communications, loading mechanisms, buildings and other property that are reflected at the railway balance belong to the property of the railway.

Article 5. Land Existed in the Possession of the Railway

1. Land for railroads and railway structural units including alienation and defense lane belong to the land existed in the possession of the railway.

2. Alienation lane is determined in accordance with regulated norms and projecting-estimation documents, so, that not to exceed 20-20 meters on both sides of the road.

3. The rule to regulate defense lane and conditions how to use it determined by the legislature of Georgia.

Article 6. Governing of the Railway Transport

1. The Governing of the railway transport is provided for by the rule regulated by the legislature of Georgia.

2. Railway in the frames of its competence and in accordance with the "Law of Georgia on Entrepreneurs" and other normative acts determines serving (fulfilling the work), working out the corresponding salary, employing the staff, using the property and other matters connected to the thrift.

3. Meeting of the railway collaborates correspondingly to the Georgian legislation and regulated rule works out and regulates yearly estimate of the railway, thrift

plans, including investment and finance programs and the rule of distribution of the pure profit after tax payment.

Chapter II

Organizing Transportation by the Railway

Article 7. Responsibilities of the Parties while Transportation

1. The railway is obliged to provide transportation of the passengers, cargo, luggage, cargo-luggage, and post, if:

a. The passenger or consignor follows requirements of this code, also “rules on transportation of cargo by the railway” and “rules on transporting passengers, cargo, luggage, cargo-luggage, and post”;

b. Transportation may be fulfilled by the existed stuff and railway-transporting means, following requirements set by the legislature of Georgia;

c. Circumstances, that railway can not avoid do not interfere the transportation;

d. The cargo presented for transportation (luggage, cargo-luggage, post) is not included in the rooster of the cargo (luggage, cargo-luggage, post) transportation of which is not allowed or permitted with certain circumstances in accordance with “rules on transportation of cargo by the railway” and “rules on transporting passengers, cargo, luggage, cargo-luggage, and post”.

2. The customer of transportation has the right to require information of the transporting mean, equipments and conditions of their exploitation before the transportation.

3. Railway is obliged to receive the cargo only which can be transported without any problem.

4. Railway is not obliged to receive the cargo for loading, unloading or overloading of which the equipment is necessary that the conformable railway station do not have.

5. Customer, for receiving the service of the railway, has the right to make an agreement with the railway to fulfill the additional service (completing the work) with the corresponding payment it this does not contradict the requirements of this code or other normative acts.

6. Railway has the right, with the interested customer and receiver of the cargo, to set the specified conditions for the transportation and to regulate the responsibilities for not following these conditions according to the regulated rule and frames of the Georgian legislature.

7. Railway is obliged to give the true and necessary information to the passenger and customer (receiver) about fulfilling the service according to this code and other normative acts of Georgia. Information shall be declared (published) in Georgian language, or in cases of necessity, following the interests of the local citizens and foreigners existed in Georgia, it may be declared (published) additionally in other language.

Article 8. Transporting Means and Equipments for Transportation by the Railway

- 1. Transportation of the passengers, cargo, luggage, cargo-luggage, and post is provided by railway transporting means and equipments or by the means and equipment existed in the property of other person.*
- 2. The transportation means and equipments for transportation of the passengers, cargo, luggage, cargo-luggage, and post by the railroads of common use, despite their owner, shall satisfy the requirements of technical exploitation of the railway, regulated norms and standards, but new built mobile composition shall have the card of conformity to these requirements (certificate).*

Article 9. Railway Station

- 1. Railway stations provide receiving, loading, unloading and distribution of the cargo service (work) connected to transportation of the passengers, luggage, cargo-luggage and post.*
- 2. Railway accomplishes transportation of the passengers, cargo, luggage, cargo-luggage, and post to provide specified service (work) between the stations of the railway.*
- 3. For registration of the documents of transportation, also for providing the payment of the passenger and consignor for the transportation or other service offered the luggage departments, luggage and ticket salaries and other corresponding services shall be placed at the stations.*
- 4. Railway, with local self-governmental organs makes a decision for opening/closing of the railway station and determines the list of the service (work) they have to fulfill.*

Article 10. Fee for Transportation by the Railway

- 1. The fee for transportation of the passengers, cargo, luggage, cargo-luggage, and post shall be determined by the railway following the interests of the parties of the transportation. The Railway, while determining the price also foresees the common international practice and experience and main principles of the tariff policy in the transportation sphere.*
- 2. The rule set by the legislation of Georgia regulates assertion of the fee.*

Article 11. Bases of Transportation of the Cargo by the Railway

- 1. Transportation of the cargo happens on the bases of the transportation agreement.*
- 2. If specified conditions of transportation are not regulated in the legislature of Georgia, they shall be determined following to the agreement.*

Article 12. Laid on Superposed

- 1. The railway takes the obligation based on the laid on superposed by following the conditions of transportation to deliver the cargo transferred by the consignor to the railway station of destination and to handle to the receiver; consignor is obliged to pay the fee set for transportation of the cargo and other services.*
- 2. The form and requisites of laid on superposed, also rule on filling it is determined by the civil code of Georgia and “rules on transportation of the cargo by the railway”.*
- 3. Laid on superposed is filled at the name of receiver, with the signature of consignor and railway and shall be handled to the receiver with the cargo at the railway station of destination.*
- 4. The date stamped at the laid on superposed shall be considered as the day of receiving the cargo for transportation.*
- 5. For confirmation of receiving the cargo for transportation, railway station is obliged to give one copy of the laid on superposed and a receipt to the consignor.*
- 6. Presenting the cargo for transportation consignor shall provide filled laid on superposed for each part of the cargo and other documents specified by the normative act.*
- 7. Consignor is responsible for the truth of the standings of the laid on superposed, for damage raised from incorrect standings, also for sending the cargo prohibited for transportation.*
- 8. The railway has the right to check the truth of the weight or other standings given in the laid on superposed by the consignor.*

Article 13. General Agreements (treaties) on Organizing Transportation of Cargo and Passengers by the Railway

- 1. The railway and the consignor have the right, if necessary to make the general agreement (treaty) on organizing the transportation of the cargo, which determines the volume of the cargo, date of presentation, transporting means and other conditions that are not foreseen by this code and by the “rules on transportation the cargo by railway”.*
- 2. Based on the general agreement (treaty) mentioned at the first part of this Article railway is obliged to receive the cargo with agreed volume and the consignor is obliged to present the cargo in the agreed time limit.*
- 3. The railway has the right to make the long-term general agreement (treaty) with the specified person to organize transportation of the passengers, which determines the requirements connected to transportation of the passengers, price of transportation and other conditions.*

Article 14. Loading-unloading and organizing the cargo

1. Loading-unloading and organizing the cargo for transportation may be fulfilled at the places of common and not common use.

2. For providing defense of the cargo and mobile composition and for uninterrupted treatment of the van (container), places for common and not common use shall be armed with specified buildings and equipments by the owners that should satisfy the requirements of the environment and fire protection.

3. Loading-unloading and organizing the cargo at the carriages and luggage vans provides:

a) Railway - with ask of the consignor (receiver), at the places of common use, in existence of special mechanisms and equipments, except: dangerous or spoiling cargo; damp animal products; cargo for transportation with closed vans, weight of which is more that 0,5 tones; gabaritless, liquid, friable or refuse cargo, that are transported by the special mobile composition. In mentioned cases consignor (receiver) is obliged to pay the agreed fee to the railway for loading unloading and organizing the cargo;

b) Consignor (receiver) - in the places of common and non-common use if the railway is not obliged to load, unload and organize the cargo.

4. Loading-unloading and organizing the cargo in the container fulfills consignor (receiver). Railway has the right with ask of consignor (receiver) to provide loading unloading and organizing the cargo, if it has necessary mechanisms and equipment.

5. In existence of undefeatable force (fire, snow, snowdrift, flood, epidemy, war, etc.) and other circumstances interfering the transportation, railway has the right to terminate loading of the cargo, about of which it has to inform the corresponding organ of the executive authority and the railway station of destination immediately by written way, pointing the time of termination of action.

6. Consignor is obliged to terminate presenting the cargo for transportation or stop loading at the prohibited direction immediately after receiving written requirement from the head of the railway station.

7. Filling the insufficient cargo arisen by termination of the loading the cargo shall be fulfilled in accordance with "the rules on transporting the cargo by railway".

8. Loading the cargo at the container (van) is accomplished following the technical norms of loading, but its weight shall not exceed the weight permitted by the van.

9. Disposition and fastening of the cargo at the van (mobile composition) is accomplished according to the technical requirements. Roster of the cargo, transportation of which is permitted by the open mobile composition, also friable or refuse cargo, is determined by the "rules on transportation of cargo by the railway".

10. Fixing (while loading) and removing (while unloading) the materials, packing

means and other equipments for loading, fastening and transporting the cargo provides consignor (receiver) or railway - according to who loads and unloads the cargo. The consignor about what he /she points at the laid on superposed provides for transfer of those equipments. Equipments shall be handled to the receiver at the station of destination with the cargo.

11. Consignor is responsible for the damage arisen from incorrectly loading, unloading and organizing the cargo.

Article 15. Weight of the Cargo

1. While presenting the cargo for transformation its weight shall be noted in the laid on superposed by the consignor, weight is determined by weighing, stencil, standard, calculation, sizing or conditionally. Determining the weight of the cargo by calculation or sizing is prohibited if loading it at the van (container) may exceed the permitted weight.

2. Weight of the cargo while loading is determined by:

a) Railway - in the places of common use, if it is loading the cargo with ask of the consignor;

b) Consignor - in the places of common and non-common use.

3. Consignor as the rule determines the weight of the cargo by stencil, standard, calculation, sizing or conditionally. Railway weighs the cargo with ask of consignor and receives corresponding fee.

4. Determining the weight and amount of the cargo and conditions of noting them in the laid on superposed is provided for by the "rules of transportation the cargo by railway".

5. The railway at the places of common use and the consignor (receiver) at the places of common and non-common use and at the ports shall have enough weighing equipments to weigh the cargo.

6. Weigh equipments according to the set rule subordinate to the state checking and stamping. The railway has the right to provide technical support (authority control, fixing, control checking) for the weighing equipments of the consignor (receiver) or other persons based on the agreement.

7. After displaying overloaded cargo in the van (container) at the station on the road of the transit the superfluous cargo shall be unloaded. Railway is obliged to ask for instructions immediately from the consignor (receiver) on possession the superfluous cargo. Consignor (receiver) is obliged to pay the corresponding fee to the railway for transporting, unloading and keeping the superfluous cargo.

Article 16. Planning the Transportation of the Cargo

1. Railway works out yearly and quarterly indicating plans of transportation of the cargo, filling of which happens according to applications of the consigners. The form of the application and the rule of filling, producing, accomplishing and regis-

tration are determined by the “rules on transportation of cargo by the railway”.

2. The consignor is obliged to present the application to the railway while local transportation - no later than 10 days before the loading, but while international or mixed transportation - no later than 15 days before the beginning of the calendar year. Application of the additional amount of cargo and not planned cargo shall be presented in the same terms.

3. The railway provides transportation of the cargo for eradication of the results of special situations as soon as the cargo is receipted.

4. The application shall be presented to the railway in three copies. There should be indicated in the application: while international transportation - volume of the transportation of the cargo, variety of the cargo, destination railway (country) and the date of loading and while local transportation - variety of the cargo, destination railway station and the date of loading. One copy of the application shall be sent to the consignor with the date of receipt on it, second - to the consignor railway station, the third stays in the railway.

5. The railway is obliged to make a decision to satisfy or reject the application substantiate and to inform the consignor in 10 days after receiving the application in accordance with the “rules on transportation of cargo by the railway”.

6. If the consigner makes changes in the application that foresees changing transiting and destination railway stations for transportation of the cargo, he/she shall pay additional 5 percent of the fee of price of changed vans (containers) while fulfilling the common application, and 10 percent - while not fulfilling the common application.

7. Head of the railway station is obliged, with the consignor, no later than 3 days before fulfilling the application to fill the necessary standings for transportation in the registration card, which is signed by the head of the railway station and the consignor after every full account day. The form and requisites of the registration card is determined by the “rules on transportation of cargo by the railway”.

8. With ask of the consignor, the railway has the right to:

a) Permit transportation inside the territory of the station after paying the regulated fee. Such transportation shall be noted in the application and shall be foreseen in the fulfilled volume of the transportation;

b) Change the covered transporting mean foreseen by the application with the open one, if transportation of the cargo with the open transporting means is permitted by the “rules on transportation of cargo by the railway”, also can change one mobile composition with other;

c) Change the railway of destination (country) and railway station foreseen by the application.

Article 17. The Rule on Transportation of the Cargo

1. Transportation of the cargo is accomplished by the itinerary transportation, group of vans, van, container and small parcels, in accordance with the “rules on

transportation of cargo by the railway”.

2. Transportation of the cargo happens with cargo or high speed determined by the “rules on transportation of the cargo by the railway”.

3. The rule of determining the speed of transportation of the cargo and the railway directions where happens transportation on high volumes is set by the railway.

4. The consignor chooses the speed of transportation of the cargo and indicates in the laid on superposed. If cargo needs to be transported on high speed, consignor is obliged to indicate it in the laid on superposed.

5. The railway has the right to regulate the sections of high-speed transportation during the local transportation.

6. Transportation of the cargo on the narrow and various widths of railroads happen in accordance with the “rules on transportation of cargo by the railway”.

Article 18. Cargo of Declared Value (luggage, cargo-luggage)

1. The consignor has the right to produce cargo of declared value (luggage, cargo-luggage) for transportation. Consignor is obliged to declare the value of precious metals (gems), artificial creations, artistic creations, antiques (including carpets), equipments, audio-video equipments, electronic-calculation techniques, also family things (transportation of which happens without conductors) presented for transporting.

2. For declaration of the value of cargo (luggage, cargo-luggage) the consignor pays the fee decided by the “rules on transportation of cargo by the railway”.

3. Besides the cargo (luggage, cargo-luggage) referred to the first paragraph of this article, any of other cargos (luggage, cargo-luggage) can be the subject of the declared value. In this case, payment of the relevant price is provided based on the agreement.

Article 19. Preparation of the Cargo for Transportation

1. The consignor is obliged, before producing the cargo for the shipment, to prepare it for transportation in order to assure the security of the fire and movement of transport facilities, protection of vans and containers, optimal use of their capacity and volume. Package and quality of the cargo shall be in conformity with state standards and requirements of technical conditions.

2. Package and quality of the easy spoilable cargo produced for transportation shall be in conformity with the “Rules on transportation of cargo by the railway” and shall provide its protection in terms of transportation referred by the consignor at the quality card (certificate).

3. *The Railway, consignor (receiver) and expeditor, who send and receive the dangerous cargo, are obliged to provide security of its transportation. The consignor (receiver) and expeditor shall have facilities for termination of the accidental situation and its effects while transporting the cargo, shall have mobile units and shall provide immediate dislocation of them to the place of accident. This requirement extends also to secure transportation of the cargo.*

4. *The consignor (receiver) and expeditor, if they have paid the price of the cargo, are obliged to compensate for the damage inflicted because of accidental situations, pollution of the environment and hindrance of train movement caused by them and for expenditures related to effects of termination of an accident.*

Article 20. Providing Transport Means and Producing them for Transportation

1. *The railway is obliged, based on application of transportation, agreement of cargo transportation or one-time permission of providing the van (container), to provide cleaned of rests and dust, in case of necessity washed, and disinfected van (container) valid for the transportation of the cargo.*

2. *Delivery of not cleaned transport means for loading is admissible with the consent of the consignor. In such case consignor shall clean the transport means, if railway reimburse the expenses. According to the agreement between the parties, enough time shall be allocated to consignor for cleaning a carriage (container).*

3. *Railway station is obliged to inform consignor about the allocation time necessary for loading a carriage (container) not later than 2 hours before the allocation.*

4. *Pouring in the liquid cargo into the tank-car and surge-car belonging to the railway shall be prepared by the railway or consignor with the expenses of railway, according to the agreement concluded between them.*

5. *Consignor shall provide the preparation of special tank for pouring the liquid cargo in, which is not a property of railway or is transferred to the ownership of other persons.*

6. *Before pouring cargo into the tank, technical examination of the containment, armature and technical arraignment of universal pouring equipment of the tank shall be implemented in accordance with the “rules on transportation of cargo by the railway”.*

7. *In the commercial scope suitability of carriage for transportation of cargo (the existence of the specific smell and other similar factors in the carriage (container), which has an influence on the condition of cargo during the loading and transportation, as well as features of the frame and internal construction and condition of the loading) shall be determined by the loader of the carriage, but of container – by the consignor.*

8. *Consignor is entitled to reject the useless transport means for the transportation of cargo, but railway is obliged to substitute it with the useful carriage (container).*

9. During the allocation of carriage (container) for loading cargo, on the approaching railway railroad, the railway shall determine the technical usefulness of cargo.

Article 21. Sealing of the Loaded Carriage and Container

1. Loaded carriage and container shall be sealed by the closing and sealing means of the railway station or by the seal, or shall be sealed by the sender (Port) by the means of controlling-closing equipment or by the seal in case if cargo is loaded by the sender (port).

2. Closed carriage and container designed for transportation of the private (consumer) cargo of the physical persons in accordance with the opinion of the consignor and by the means of his/her finances shall be sealed by the railway station or expeditor.

3. The list of that cargo transportation of which is admissible by not-sealed carriage and container and conditions of sealing by the closing-sealing equipments shall be determined by the "rules on transportation of cargo by the railway".

4. While opening the carriage and container for the customs examination, corresponding custom authority shall provide the new seals and closing-sealing equipments in accordance with the established rule.

5. Railway station shall provide the consignor (consignee) with the closing-seal equipments, for which consignor (consignee) shall pay the corresponding price.

Article 22. The Rule of Payment

1. Cost for the transportation of cargo shall be determined to the direction of the railway station of the destination tacking into consideration closest distance, even in cases if this distance is increased by the railway station. Distance of the closest direction is determined by the "rules on transportation of cargo by the railway".

2. Consignor pays the cost for the transportation of the cargo and for the related service (performed work) before the transportation of the cargo from the railway station, if other is not provided for by the present Code or by the agreement. Railway station is entitled to stop the transportation of the cargo until the payment.

3. Allocation of the carriage (container) for further loading shall be terminated until the payment for the transportation of cargo and for the related service (performed work).

4. In case of local transportation railway is entitled to make a decision with the agreement of consignor (consignee), concerning the payment of the costs for the transportation of cargo and related service (performed work) in the railway station of the destination, if there is a guarantee of its payment. In such agreement responsibility of the parties for the breach of obligations shall be provided for.

5. Final payment for the transportation of cargo and related service (performed work) shall be made by consignee after the delivery of cargo in the railway station of the destination.

6. Costs for transportation of cargo and related service (performed work) shall be paid in accordance with the rules established by the legislation of Georgian. The term for payment of the cost for transportation of cargo and related service (performed work) in the sender railway station shall be determined on day of receiving cargo for transportation, but in the railway station of the destination – the day of transmission of cargo to the consignee, which shall be indicated in the invoice.

7. According to the agreement until the payment for transportation of the carriage (container) and related service (performed work) responsibility for the stoppage of carriage (container) and storage cargo into the carriage (container), as well as the obligation of payment of the cost for the usage of carriage (container) for the whole time of its stoppage shall be conferred on the owner of cargo or expeditor.

Article 23. Determination of the Cost for Using a carriage (Container)

1. From the moment of allocation of carriage (container) to the consignor (consignee) or expeditor for loading or reloading until the moment of its return the consignor (consignee) or expeditor is obliged to pay the cost for using the carriage (container) and shall reimburse the railway station for expenses for storage of cargo, resulted from the late return of carriage (container).

2. In case of stoppage of the carriage (container) belonging to consignor (consignee) or obtained from the railway station with the right of usage by him/her shall be paid the half amount of the cost for the time of stay of this carriage (container) on the railway railroad of common usage.

3. Costs for using the refrigerator section, refrigerator carriage or refrigerator train shall be determined by considering the time of the loading and reloading of such section or train.

4. On the tight rail railways cost for using the carriage (container) shall be decreased by 50%.

Article 24. Changing of the Place (Address) of Delivery of Cargo

1. On the basis of written application of the consignor (consignee) the railway shall change the place (address) of delivery of cargo – consignee or the railway station of destination of cargo for transportation. Place of the delivery shall be changed after the payment of established cost, in accordance with the “rules of transportation of cargo by the railway”.

2. Person on the basis of the application of which destination place of the cargo is changed, is responsible before the consignee for the results caused by this changes and is obliged to arrange the payment between consignor, previous consignee and factual consignee.

3. *The place of delivery of cargo, which is under the customs supervision, shall be changed only with the consent of custom authority. In case if transportation of such goods threatens to life and health of person, ecological condition, communication of trains and fire safety, place of delivery of cargo shall be changed without obtaining a consent from the custom authority, the railway is obliged to inform custom authority about it.*

Article 25. Term for Delivery of Cargo to Place of Destination

1. *The railway is obliged to deliver the cargo at the place of destination within the established terms. Term for the delivery of Cargo at the place of destination and the rule of its calculation shall be determined by the “rules on transportation of cargo by the railway” and by existing international agreements and treaties of Georgian in the field of the railway.*

2. *By the transportation agreement concluded between the railway station and consignor (consignee), different term then the term determined by the first paragraph of this Article may be established, if it does not contradicts the “rules on transportation of cargo by the railway” and existing agreements and treaties in the field of railway.*

3. *Starting point of the term of delivery of cargo at the destination point begins after the 24 hours from the day of receiving cargo for transportation. Sender railway station indicates the date of receiving cargo for transportation and term of delivery at the place of destination into the invoice and document proving that cargo was received, issued to consignor.*

4. *Cargo shall be considered as delivered within the established terms at the place of destination if:*

- a) *cargo is unloaded by the railway in the railway station of destination or loaded carriage (container) was delivered to the consignee for unloading before the expiry of established time limit;*
- b) *loaded carriage (container) arrived at the railway station of destination before the expiry of established time limit and its delivery to the place of unloading is terminated because it is occupied by consignee, because of non payment of the costs for transportation and related service (performed work);*
- c) *delivery of cargo (carriage, container) at the railway station of destination is delayed for the reason of consignee (his/her own approaching railway railroad is occupied, does not have a free storehouse in the terminal and etc) or for the reason that the railroad of appointed railway station is occupied, when railway station is enforced to stop cargo in the railway station, which is situated on the way. In case of stoppage of delivery of cargo at the place of destination joint act shall be made, on the basis of which consignee or expeditor following to the transportation agreement is obliged to pay a cost to the railway station following to the rule established by Article 50 of the present Code.*

5. *Railway station is obliged to notify the consignee about delivery of cargo at the appointed railway station. In case if the railway station is not able to notify the*

consignee reasoned by this later, liability for the stoppage of carriage (container) and storage of cargo shall be conferred on the consignee.

6. The railway is obliged to notify the corresponding custom authority with the help of consignee (consignor), about receiving and sending cargo from the railway, which is under the customs control.

7. The railway station is obliged to notify the consignee about the time of delivery of cargo for unloading not later than 2 hours until its delivery.

8. On the basis of the transportation agreement the railway is entitled to inform consignee previously about cargo, which shall be delivered to him/her.

Article 26. Distribution of Cargo

1. At the appointed railway station cargo shall be distributed to the consignee indicated in the documents of transportation after the full payment of the cost for transportation of cargo and related service (performed work). Consignee confirms the delivery of cargo by presenting the procuracy and signing into the register.

2. If consignee or expeditor does not pay the cost for transportation of cargo and related service (performed work) the railway is entitled to detain cargo and notify in written form the consignor about it, which is obliged to dispose the cargo during 4 days and nights after receiving the notification. If in accordance with the transportation agreement the consignee or expeditor does not cover the expenses within the mentioned period, and consignor does not dispose the cargo, the railway is entitled to perform a realization of the cargo. The following cargo shall not be the subject to realization:

- a) special cargo for the state and security purposes (including, military purposes);*
- b) cargo, the payment for transportation and related service (performed work) of which shall take place at the railway station of destination in accordance with Article 22 of the present Code.*
- c) cargo, deprived by the corresponding organs entitled to implement the state control and that cargo which is refused to receive by the consignor (consignee) or expeditor for the benefit of the state. In such cases the mentioned organs from the received amount as a result of realization of cargo shall provide the payment to the railway for transportation and related service (performed work).*

3. If cargo is delivered to the consignee, the name of which does not correspond to the list indicated in the invoice, consignee is obliged to receive it from the railway and to provide the storage of it until the solving this issue with the consignor. If consignee is not receiving cargo, consignor is entitled to dispose cargo himself without presenting the first person indicated in the invoice. If consignee refuses to receive a cargo, consignor is entitled to dispose the cargo without presenting the original of the invoice. If consignee do not to receive a cargo, but consignor does not dispose it, the railway station is, entitled to unload cargo immediately and store it on the expense of authorized person. The railway may without waiting to

obtain the instructions from the authorized person sell cargo, if it is easily spoiled, if the condition of cargo justifies such decision, or if the expense of storage exceeds the cost of cargo. The Railway may sell cargo in other cases as well, if during the determined time does not receives the instructions by any party.

4. Consignee is entitled to refuse to receive cargo only in that case, if as a result of damage and spoil quality of cargo got worsen, so the full and partial usage of it is impossible.

5. If cargo spoiled for the reason of consignee or expeditor, which did not unload cargo and did not take it from the railway on time or for the reason of stoppage of carriage on the railroad in this case liability shall be on consignee or expeditor.

6. In case if receiving cargo on the place of common use consignee is obliged to receive his/her own cargo to take it from the railway station.

7. In case of late unload of cargo from the carriage (container) or in case if consignee removed cargo from the railway station with delay and for this reason if railway station faced the technical difficulties, consignee is obliged to pay to railway for the storage of unloaded cargo and for using of carriage (container) with the amount established by the "tariff policy of railway".

Article 27. The Rule on Storing and Distributing Cargo at the Railway Station of Destination

1. At the railway station of destination the storage and distribution of cargo shall be performed in accordance with the "rules on transportation of cargo by the railway".

2. In the railway station of destination cargo shall be stored for free during 24 hours. Starting point of this time limit begins after 24 hours from the day of unloading carriage (container) by its means or by the means of consignee after 24 hours from the day of receiving, at the place of unloading carriage (container). For the storage of cargo in the railway station for longer time than it is mentioned corresponding cost is determined, which shall be played to the railway by consignee, expeditor or other authorized person.

3. At the time of delivering a cargo in the railway station of destination, the railway examines the condition, mass and the amount of the places of cargo if:

- a) cargo is delivered by disarranged carriage (container), with damaged closing-sealing equipments, or by carriage (container) with closing-sealing equipments of the other railway station;*
- b) cargo in the process of transportation with the open movable structure is delivered with the signs of damage, spoil and loss;*
- c) easily spoiling cargo is delivered with the violation of the time limit and determined temperature for transportation by the refrigerator carriage;*
- d) cargo is loaded by the railway;*
- e) cargo is unloaded by the railway at the places of the common use;*
- f) there are such conditions, which can have an influence on the condition*

and mass of the cargo placed into the package or apiece;

4. Except the cases noted in paragraph 3 of this Article, at the time of distribution of cargo in the railway station of destination, the railway examines the condition and mass only of the cargo placed into the damaged package;

5. In case of discovering the seals of the custom authority on the carriage (container) the railway does not examine the condition, mass and the quantity of places of cargo, except in cases provided for in paragraph 3 of this Article, about which the railway is obliged to inform the corresponding custom authority.

6. At the time of distribution of cargo in the railway station of destination examination of its mass shall be implemented analogically as in case of examination of its mass during the loading. If consignee and the railway station of destination do not have a car scales, incoherent cargo, which is delivered in the railway station of destination and does not have a sign of loss, shall be delivered without the examination of mass.

7. Mass of cargo shall be considered as correct if between the masses determined in the railway station of destination and in the sending railway station do not exceed the natural loss of cargo and differences of the limited norms by the equipments determining the net of mass, which is established by the “rules on transportation of cargo by the railway”.

8. On the basis of the transportation agreement the railway station is entitled, to participate in the examination of the condition, mass and places of cargo.

9. If during the examination of the condition, mass and places of cargo at the railway station of destination appears the loss or damage (spoil) of cargo or it is established by the commercial act of railway station situated on the direction, railway station of destination is obliged to determine a factual amount of loss or damage and shall issue a commercial act.

10. In case of need, the railway by its initiative and or by the request of consignee invites the experts and specialists.

Article 28 Duties of the Railway and Consignee

1. After unloading of cargo carriage (container) shall be cleaned form outside and inside, removable fixing devices shall be taken off, not movable fixing devices shall be fixed, among them tourniquets, doors and hatches shall be closed. These obligations shall be implemented by:

- a) the railway, if cargo was unloaded by the means of railway station;*
- b) the consignee or expeditor, if cargo was unloaded by its means*

2. The railway shall provide a cleaning, washing and disinfection of carriage (container) after the transportation of animals, birds, fresh products of animals and ease spoiled cargo by the finances of consignee in accordance of the “rules on transportation of cargo by the railway”.

3. According the “rules on transportation of cargo by the railway” consignee shall clean the carriage (container) after the transportation of cargo with the specific smell and cargo which pollutions. If consignees are not able to clean and wash carriage (container), the railway washes it on the basis of an agreement.

4. Before the fulfillment of the requirements provided for in Paragraphs 2 and 3 of this Article the railway is entitles not to receive carriage (container). In this case consignee is obliged to pay price for using carriage (container) for whole time of its stoppage.

Article 29. Impossibility of Delivering Cargo (Luggage, Cargo-luggage) at the Pace of Destination

1. If stoppage of the further transportation of cargo (luggage, cargo-luggage) is resulted by force-majeure and other emergence situation. The railway is obliged to refer to consignee (consignor) with the request to dispose cargo (luggage, cargo-luggage). If consignee (consignor) during 4 days and nights after the notification of railway station, does not dispose the cargo (luggage, cargo-luggage), the railway is entitled to return it to the consignor, but in case of impossibility of returning cargo (luggage, cargo-luggage), to provide a realization of it in accordance with the rule established by the legislation of Georgia.

2. If in case of international transportation, customs or organs authorized to implement the state control detained the carriage (container) loaded with cargo (luggage, cargo-luggage), reasoned by consignor, who violated the established requirements, at the moment of delivery to the navigation mean of to the foreign railway station, consignor shall pay to the railway the price for using carriage (container) from the whole time of its stoppage.

3. If consignee in case of ordinary cargo during the 10 days and nights and in case of ease-spoiled cargo during the 4 days and nights from the date of receiving information by the railway about the detention of carriage (container) does not dispose cargo, the railway is entitled to return it to consignor, by the means of its expenses or make a realization of cargo, if other in not provided for by the agreement of transportation. To the consignor, for whose reason the stoppage of the carriage (container) in the railway station is caused, property liability and payment for the use of carriage (container) for the whole time of its detention shall be assigned.

4. From the amount received by the realization of cargo (luggage, cargo-luggage) at the disposal of the railway station shall be left the costs for transportation of cargo (luggage, cargo-luggage) and other related service (performed work) and corresponding amount for the expenses made for its realization, and rest of the amount shall be returned to the consignee indicated in the documents of transportation, in case if he/she has paid the price for cargo (luggage, cargo-luggage), but in the other case – to the consignor. In case of the independent reasons of the railway returning of the amount is imposable it shall be the subject to disposal

according to the rule established by the legislation of Georgia.

Chapter III

Approaching Railway Railroad

Article 30. Approaching Railway Railroad

- 1. Approaching railway railroad is the railroad designed to serve certain persons and is connected with the railway network by the continuous rail of the railroad and is at the disposal of railway station, consignor (consignee) or any other person.*
- 2. Connection of the approaching railway railroad to the railway network shall be implemented by the permission of the railway with the agreement of bodies of the local self-government (authority).*
- 3. Building and reconstruction of the equipments designed for loading, unloading and cleaning of the approaching railway railroad and carriage (container) shall be implemented by the permission of the railway.*
- 4. Construction and condition of the railroad equipments and technical buildings of the approaching railway railroad shall correspond to the building requirements and provide the transmission of carriage (container) on the railway railroad of common usage, but during the service of this railroad by the locomotive of the railway station – by transmitting locomotive apportioned by the railway station.*
- 5. For the technical service approaching railway railroad may be transferred to the railway station on the basis of the corresponding agreement.*
- 6. Transfer for the exploitation of the newly built approaching railway railroad, and supply of this railroad with the movable structure of the railway station is admissible, if the railway station receives it for the exploitation and the commission consisted with the representatives of the owner of the railroad.*
- 7. Each approaching railway railroad shall have a technical passport, draft of the artificial building, plane and a long profile.*
- 8. Approaching railway railroad, its technical building and equipment shall provide rhythmic loading-unloading, implementation of the maneuvering works corresponding to the mass of the transportation and rational usage and protection of the movable structure.*
- 9. For the connection of the building approaching railway railroad with the existing approaching railway railroad is necessary:*
 - a) permission of the railway station if approaching railway railroad belongs to the railway;*

- b) *permission of those persons with the agreement of the railway station, who owns the approaching railway railroad.*

Article 31. Exploitation of the Approaching Railway Railroad

1. Relations between the railway and the owner of the approaching railway railroad shall be implemented in accordance with the “rules on transportation of cargo by the railway”.

2. The railway shall establish the rules concerning the transmission of the movable structure on that railroad of the common usage, which does not belong to the railway.

3. Person whose activity is connected with the communication of the train on the railroad of the common usage, maneuvering works, loading-fixing and unloading of cargo shall have the reference issued by the railway, which confirms the conformity of his/her qualification with the established requirements.

4. Representative of railway is entitled to check the safety of the transportation, safety of the movable structure and the condition of the approaching railway railroad with the participation of the owner of approaching railway railroad.

5. On the approaching railway railroad appearance of the disarrangement, which threatens the protection of the communication, movable structure, cargo and carriage (container), representative of the railway is obliged to fill the corresponding act. On the basis of this act the head of the railway station or inspector of the safety of transportation until the extermination of the disarrangement prohibits the supply of movable structure in the railroad (railroad section) indicate in the act.

6. If consignor (consignee) is an owner of the maneuvering means, on his/her approaching railway railroad he/she implements supply- lead out of the carriage (container) and maneuvering works by own maneuvering means from the receiving-giving railroad, but if consignor (consignee) does not own the maneuvering means, he/she implements maneuvering works by the maneuvering means of the railway, for what he/she pays the cost established by the transportation agreement.

7. On the approaching railway railroad owned by the railway, relations between the railway and persons owning storehouse along the railway and service platform shall be regulated by the agreement on receiving-giving of carriage (container), the typical form and requisites is determined by the “rules on transportation of cargo by the railway”. Rendering-removing and maneuvering works of the carriage (container) shall be implemented by the means of locomotive, for the price established by the transportation agreement.

8. Person provides the cleaning from the trash and snow and illumination of his/her own approaching railway railroad by his/her own expenses.

9. Agreements on exploitation of the railroad approaching railway and on receiv-

ing-giving carriages (containers) shall be concluded by taking into the consideration the technical processes and common technical processes of the work of the railway and approaching railway railroad connected with it. The rule of rendering-removing shall be determined by these agreements.

10. The rule on service of that consignor (consignee), which in the frames of approaching railway railroad has a one or several consignor (consignee) – contracting party has own storehouse or railway rails connected with it, shall be determined by the agreement concluded between contracting party and that consignor (consignee), which owns the approaching railway railroad and maneuvering means serving this railroad. Cost for service provided for by this agreement shall not be more than cost established for the analogical service.

11. During the service by the railroad by its maneuvering means for the approaching railway railroad, agreement on rendering-removing of the carriage (container) (containers) shall be concluded between the railway and contracting party. Contracting party for rendering-removing and implementation of maneuvering works shall pay an established fee.

12. Owner of the approaching railway railroad, consignor (consignee) and contracting party shall be conferred the liability of property for the damage of the movable structure and for the violation of rules on safety. During the transportation of cargo the owner of the approaching railway railroad and contracting party enjoys the equal rights and they shall be conferred on the equal liability.

13. If the consignor (consignee) is an owner of the approaching railway railroad, the railway with the agreement of him/her in accordance with the agreement on the fulfillment of maneuvering works and temporary residence of the carriage (container) is entitled to use its own railway railroad.

14. On the railroad approaching railway, situated on the line of sale fee for the occupied territory and expenses for maintenance this railroad shall be determined by the agreement on the exploitation railroad approaching railway and rendering-removing of the carriages (containers) and shall be reimbursed to the railway following the terms of this agreement.

15. Protection of the loaded and unloaded carriage (container) in the approaching railway railroad, received from the railway shall be performed by the means and expanses of consignee.

16. Residence time of the carriage (container) in the approaching railway railroad shall be calculated in accordance with the “rules on transportation of cargo by the railway”.

17. During the service of the approaching railway railroad by the maneuvering means of railway time of the loading-unloading of the carriage (container) shall be calculated at the place of loading-unloading of the carriage (container) from the moment of its tactical delivery, until the information received by the railroad from consignor (consignee) concerning the preparation of the carriage (container) for the transportation.

18. *During the residence of carriage (container) on that approaching railway railroad, which is not served by the maneuvering means of the railroad, shall be calculated from the moment of delivery carriage (container) until the returning on that railroad, on which rendering-removing takes place.*

19. *Terms of delivering of the carriage (container) on the approaching railway railroad and from this railroad, place and rule of delivering cargo shall be determined by the agreement on rendering-removing of the carriages (containers).*

20. *Consignor (consignee) and railway are not allowed without the agreement of the owner to use that carriage (container), which does not belong to them for the transportation of own cargo, storage and loading.*

21. *Agreement on the exploitation of the approaching railway railroad and rendering-removing of carriage (container) shall be concluded for the term not less than 3 years.*

22. *In case of change of equipment or working technology of the railway and railroad approaching railway, parties are entitled to make a partial or full change of the agreements on the exploitation of the railroad approaching railway and rendering-removing of carriage (container), before the expiry of the term of there action.*

Chapter IV

Direct Mixed Transportation of Cargo by the Railway with the Transportation

Article 32. Direct Mixed Transportation of Cargo by the Railway

1. *The railway performs the direct mixed transportation of cargo with the participation of maritime, river, air and vehicle factories (organizations and etc.).*

2. *The railway performs the direct mixed transportation of cargo on the basis of common invoice and other documents of transport, which accompanies the cargo on the entire way of transportation.*

Article 33. The Rule on Direct Mixed Transportation of Cargo

1. *The rule on direct mixed transportation of cargo shall be determined between the corresponding types of transport rectories (organizations and etc.), by the agreement conclude on the basis of the legislation of Georgia or by the present code.*

2. *Terms of direct mixed transportation of cargo shall be determined by the “rules on transportation of cargo by the railway”. In cases, which are not stipulated in this Article the rules on transportation of cargo by the corresponding transport shall be applied.*

3. *In the direct mixed transportation of cargo are participating:*

- a) *the railway station, which is provided for the service connected with the transportation of cargo (for performing work);*
- b) *maritime port, bus station, airport.*

4. *Liquid cargo, which shall be transported by tank wagon as well as the wood prepared as cargo shall not be received in direct mixed transportation, except the transportation of cargo by the borane.*

5. *The list of accepted perilous cargo for the direct mixed transportation and the list of that cargo, to which conductor shall be accompanying is determined by the "rules on transportation of cargo by the railway".*

6. *Delivery of cargo by the carriage (container) sealed in the overloading point shall be implemented by checking integrity of closing-seal facilities and correspondence of the data indicated in the documents of transportation.*

7. *During the direct mixed railroad-maritime transport of cargo its mass shall be determined in the overloading point by the request of the party which receives cargo:*

- a) *on the car scales – by the railroad;*
- b) *on the cargo scale - by the port.*

8. *During the direct mixed railroad- machine transport of cargo, mass shall be determined by the party which performs the unloading-loading together with the representative of corresponding transport, participating in the process of transportation.*

9. *If packaged piece-cargo, which is received for the transportation by open or close movable structure, by the mass corresponding the standard or by the mass pointed for each place of cargo by the consignor, entered into the overloading point with undamaged packages it shall be loaded form one kind of transport to another without weighing, by counting the places of cargo. Cargo shall be distributed at the place of delivery in accordance with the same rule.*

10. *In case of existence of signs of loss or damage (spoil) of cargo, it shall be overloaded (distributed) by examining the places with the signs of loss or damage (spoil), taking into consideration mass and tactical condition.*

11. *Cargo direct mixed transportation of which is performing by the carriage (container) shall be overloaded after the full examination of carriage (container) and closing-seal equipments.*

12. *During direct mixed transportation of cargo the rules on allocation of the carriage (container) and the terms of its usage shall be determined by the agreement concluded between interested transport factories (organizations and etc.).*

Article 34. The rule on Overloading Cargo and Preparation of the Transport in the Overloading Point

1. *During the direct mixed transportation of cargo in the overloading point its overloading shall be performed:*

- a) *by the port – from the maritime ship and storehouse of the port into the freight car, also during the overloading from the freight car into the maritime ship and storehouse of the port;*
- b) *by the railway – from the freight car and storehouse of the railway into the truck; also during the overloading from the truck into the freight car and storehouse of the railway station.*

2. *Special preparation of the freight car and maritime ship to locate the cargo for a few stages, also to fix the cargo of a heavy weight, long size and mass shall be performed by the port.*

3. *Necessary materials for loading, fixing and transportation of cargo in the freight car and on the maritime ship, other equipments for the means of packaging and supply of other equipments and necessary tools shall be provided by the consignor.*

4. *Cost for service (performed work) with the expenditure for the equipments, shall be indicated into the invoice and shall be paid by Consignor (Consignee).*

Article 35. Joint Agreement

1. *Terms of work in the direct mixed transportation of cargo for the participant railway station, port and transport factories (organizations and etc.) shall be determined by the joint agreement concluded between the parties, which shall be formed in accordance with the “rules on transportation of cargo by the railway”, for 3 years. Concerning with the changes of technical equipment and technology of work of the railway station and port, joint agreement may be changed fully or partly before the expiry of its term by the request of one of the parties.*

2. *Disputable issues of the joint agreement shall be solved in accordance with established rule of the legislation of Georgia.*

Article 36. Terms of Delivery of Cargo at the Appointed Place, Payment and Liability of Parties

1. *During direct mixed transportation of cargo terms for its delivery at the appointed place shall be determined by taking into the consideration unity of the established terms of delivery cargo at the appointed place by transports of railroad and other kind, and shall be calculated in accordance to the rules on calculation of the terms of delivery cargo at the appointed place by each transport. In case of breach of whole term of delivery at the appointed place property liability shall be conferred to the party, which breached this term.*

2. *During direct mixed railroad-maritime transportation of cargo payment for its*

transportation shall be performed:

- a) at the sender railway station – by the consignor, in accordance with the distance of the transportation;*
- b) in the overloading port or in the appointed port – by the consignor (consignee), in accordance with the distance of the maritime transportation*

3. During direct mixed maritime-railroad transportation of cargo payment for its transportation shall be performed:

- a) in the sender port – by the consignor in, accordance with the distance of the maritime transportation;*
- b) in the overloading railway station – by the consignor (consignee), in accordance with the distance of the transportation by railway.*

4. Expeditor may pay a price for the transportation, which performs the task of the consignor (consignee).

5. For the delivery of carriage (container) in the port by the locomotive of the railway station price established by the “rules on transportation of cargo by the railway”.

6. On the basis of common agreement parameters of fulfillment of the norms of overloading from the means of maritime to the means of transport and vice versa together with the type of cargo shall be entered into the registry note. Form of the registry note and the filling requirements shall be determined by the “rules on transportation of cargo by the railway”.

7. During direct mixed maritime-railroad transportation of cargo for the breach of the norms of its overloading property liability shall be conferred on the railroad (port) analogically as for not fulfilling the application transportation.

8. Railway (port) for violation of the norms of transportation shall be released from the property liability:

- a) during the action of force-majeure, when the loading-unloading of the cargo is prohibited or/and imposable, also in case of accident in the transport factory (organization and etc.);*
- b) in other cases of termination and limitation of the transportation of cargo provided for by the legislation of Georgia.*

9. During the loading-unloading of the maritime ship liability of the port and railway shall be determined by the joint agreement concluded between them.

10. For the reason of consignor (consignee) or expeditor stoppage of the carriage (container) entered in the railway or at the port address or delivered at the place of performing loading-unloading (overloading) work or placed at this place in expectation or also for the stoppage of the carriage (container) arrived at the addresses of this persons which took place in the railway station situated on the way, mentioned persons are obliged to pay an established price to the railway for the usage

of carriage (container) and storage of cargo for whole time of its stoppage.

11. For the reason of consignor (consignee) or expeditor stoppage of the carriage (container) in the overloading point, also for the stoppage of the carriage (container) loaded with the export and import cargo in the border controlling post reasoned by customs and border controlling bodies or for the exceed of time of residence of the passenger train stipulated by the schedule restricting party shall be conferred liability in accordance with the established rules by Articles 50 and 51 of the present code.

12. For non-protection of the cargo at the overloading points until its distribution property liability shall be conferred distributor party, but after its distribution - recipient party.

13. Protection of the loaded or empty carriage (container) on the territory of port shall be provided by the port.

14. Releasing of closing-sealing equipments from the carriage (container) delivered for overloading in the overloading point and installation of closing-sealing equipments (seal) on the carriage (container) designed for the direct mixed transportation shall be performed in accordance with the "rule on transportation of cargo by the railway".

15. Property liability of the factories (organizations and etc.) of railway and other type of transport for no protection of the cargo delivered for direct mixed transportation is determined by the acting rules on the corresponding type of transport. If loss of cargo, damage, spoil or lack appears to be for the fault of railway or port consequently railway or port shall be liable.

Chapter V

Transportation of Passengers, Luggage, Cargo- Luggage and Mail

Article 37. Transportation of Passengers, Luggage, Cargo- Luggage and Mail

1. Railway is obliged to provide a transportation of passengers, luggage, cargo-luggage and mail at the appointed place on time, safety of passenger and qualitative service in the railway station and in the passenger train, necessary conditions for travel, protection of the luggage and cargo- luggage.

2. Railway is entitled to provide a communication of trains in accordance with the schedule. Passenger car, railway station, and other buildings for the service of passengers shall be technically arranged and shall be in conformity with the building-sanitary and other requirements established by the corresponding normative acts.

3. The categories of the passenger car are as follows:

- a) According to the speed – fast and passenger;
- b) According to the distance of communication – International, local and suburban.

4. Criteria of the determination of categories of the passenger car, and there speed according to the distance of communication shall be established in accordance with the “rules on transportation of passengers, luggage, cargo- luggage and mail”.

5. Service of the railway station for the transportation of passengers, luggage and cargo- luggage shall be in conformity with requirements established by the legislation of Georgia.

6. Railway station shall be equipped with the passenger platforms, awning and with the tunnel and bridge for the foot-passengers, ticket deck, storehouse of receive-distribution for luggage, chamber for the storage of hand luggage, weighing hole, information deck, resting rooms for passengers, room for children and mothers, with the objects of food and also other cultural-common and sanitary-hygienic, but border railway station shall also have engineering-technical means for the provision of customs and border procedures. Designing, building and accomplishment of the buildings and engineering-technical means shall be provided by corresponding ministries (authorities) with the agreement of the railroad.

7. Passenger shall be provided with the information concerning the departure of the passenger car from railway station and arrival into the railway station, price of the trip, transportation of luggage and cargo-luggage and other necessary information about the service.

8. Stadium close to the railway, which does not belongs to railway, shall be designed in such way that satisfies the requirements of the safety and without delay communication of the hand-passengers and city transport. Proper bodies shall provide the accomplishment of stadium close to the railway.

Article 38. Agreement on the Transportation of Passengers, Luggage and Cargo- Luggage

1. By the agreement on the transportation of passenger (ticket) railway is obliged to provide a passenger with the proper place in the passenger car, to take him/her at the appointed place and transport his/her luggage.

2. Passenger is obliged to pay a price for the trip and transportation of the luggage, but consignor – price for the transportation of cargo-luggage.

3. Turn in the luggage by the passenger and cargo-luggage by the consignors shall be consequently approved by the luggage cheque and cargo-luggage cheque.

4. If there is a free place in the train, the railway is obliged to form the issuing of ticket, for a certain type of citizens, with established cost by taking into consideration the privileges determined by the legislation of Georgia.

5. *Passenger is obliged to have ticket with him. In case of loss or damage of ticket by passenger, new ticket shall not be issued and cost of the ticket shall not be returned to passenger, except the cases determined by the “Rules on transportation of passengers, cargo, cargo-luggage and mail”.*

6. *Turning the luggage in the storage chamber of the railway station is unlimited, whether he has or no the ticket, except the subjects and things the storage of which is not allowed by the “Rules on transportation of passengers, cargo, cargo-luggage and mail”.*

Article 39. Rights and Obligations of Passenger

1. *During a travel by the international and local trains the passenger has the right:*

- a) *to purchase a ticket in any train or carriage, to the railway station nominated by him, which is designed for transportation of passengers;*
- b) *to free transportation of one child under 5 year, if he/she does not occupy one place and children from 5 to 10 after paying the privileged costs established by the legislation of Georgia;*
- c) *to convey the hand luggage less then 36 kilograms together with the small things;*
- d) *to turn in the luggage for transportation after presenting the ticket and paying corresponding amount;*
- e) *to terminate travel and receive amount for transportation of not covered distance;*
- f) *to terminate travel temporarily and continue the validity of ticket within the 10 days after termination of travel;*
- g) *in case of illness during a travel to continue the validity of ticket for the whole time of illness, if it is proved by the medical certificate;*
- h) *after making a corresponding remark on a ticket by the cash desk of the railway station, to travel by depart ring train indicated in ticket;*
- i) *to renew expiry period of ticket on another train in case of coming late to train not later the 3 hours from the moment of departure of train or in case of illness (accident) not later then 3 days, by paying for the cost of berth, and to receive travel costs if he/she refuses to travel, in cases provided for in paragraph 2 of this article;*
- j) *to occupy empty place in higher class carriage, according to the “Rules on transportation of passengers, cargo, cargo-luggage and mail”.*

2. *Passenger has the right to return unused ticket and receive:*

- a) *the whole cost of ticket – not later then 15 hours before the departure of train;*
- b) *85% of the cost of ticket - not later then 15-4 hours in time before the departure of train;*
- c) *70% of the cost of ticket - not later then 4 hours before the departure of train;*
- d) *In case of not existence of the beck way ticket: Its total price – shall obtain the ticket or at the returning to the returning station no later than 24 hours*

from the arrival of the train, but 70% of the price of ticket – in case of over-time;

- e) 70% of the travel price of not passed distance – in case of termination of travel in the way.*

3. Total amount of the travel price shall be also returned to the passenger in case of dismissal of the train, stoppage of the departure, illness and in case of no possibility of the place indicated in the ticket and in case of deny to use offered different place instead of it, also in case when late of passenger in the embarkation point is caused for the reason of railway.

4. In case of termination of the travel caused from the stoppage of the train for the reasons independent from the railway travel price for not passing distance shall be returned to the passenger, but in case of termination caused by the railway – total price of traveling.

5. If the allocation of the place which is indicated in the ticket is impossible for the passenger railway is obliged by the agreement of passenger to allocate a different place, among this, in the higher class place, without paying a difference of the prices.

6. In case if by the agreement of the passenger place was allocated, the price of which is less than price of obtained ticket, difference of the price shall be returned to the passenger in accordance with the “Rules on transportation of passengers, cargo, cargo-luggage and mail”.

7. During a travel by suburban trains the passenger has the right:

- a) To purchase one way or two way (returning) non-permanent travel ticket or established subscriber ticket;*
- b) To convey one child under 5 years old;*
- c) To have a hand-luggage with him/her during a travel, the size and mass of which is in conformity with the norms established by the “Rules on transportation of passengers, cargo, cargo-luggage and mail”;*

8. The passenger is obliged to observe public order, look after the property of the railway and protect its own luggage at the railway station.

9. Personal of the railway transport have the right for free travel twice a year for private ends according to the rules established by the international treaty (agreement).

10. Privileges provided for in the paragraph 9 of the present article, spreads to personal who have retired or continuously served not less than 25 years, also to those personal of the railway transport factory (organization and etc.) who quitted or removed to another work because of trauma or professional disease.

11. Other privileges may be determined for personal of the railway transport according to the rules established by the legislation of Georgia.

Article 40. Transportation of Groups of Passengers

- 1. The railway on the ground of preliminary application of the factory (organization and etc) sells the tickets for transportation of groups of passengers.*
- 2. Receiving of the preliminary application and forming of travel documents, also returning the cost of tickets in case of refusal to travel shall be done according to the "Rules on transportation of passengers, cargo, cargo-luggage and mail".*

Article 41. Transportation of Cargo, Cargo-luggage

- 1. While presenting a ticket by a passenger, the railway is obliged to receive his/her luggage for transportation and send it to the corresponding first departing train, which contains a cargo carrier.*
- 2. The passenger has the right to present the cargo of declared value for what he/she shall pay the amount determined by the rules established by the legislation of Georgia.*
- 3. Transportation of cargo-luggage by the railway station shall be done according to this code and the "Rules on transportation of passengers, cargo, cargo-luggage and mail".*
- 4. The thing that with its size and character may be without difficulty loaded in the cargo carrier and does not damage the luggage of other passengers may be considered as cargo. The requirements for mass and package are determined by the "Rules on transportation of passengers, cargo, cargo-luggage and mail". The transportation of the dangerous hand-luggage, cargo and cargo luggage determined by the "Rules on transportation of passengers, cargo, cargo-luggage and mail" is forbidden.*
- 5. Term of delivery of the cargo, cargo-luggage at the place shall be determined by the time of communication of that train at the appointed railway, by which it was send. Date of sending cargo, cargo-luggage shall be indicated in the documents of transportation.*
- 6. If cargo, cargo-luggage have to be overloaded on its way, the term of its delivery to the appointed place have to be determined by the time of communication of that train, which contains the carriage. In this case 1 day and night shall be added after each overload of the cargo, but in case of cargo-luggage – 20 day and night.*
- 7. The date of the delivery of cargo, cargo-luggage shall be indicated in the documents of transportation by the railway station of destination.*
- 8. Cargo, cargo-luggage shall be considered as lost, if it is not delivered to the at the appointed railway station within the 30 day and night after the expiry of time limit for delivering. In that case the railway shall compensate the cost and damage according to the "rules on transportation of passengers, cargo, cargo-luggage and mail".*
- 9. If cargo, cargo-luggage is delivered at the appointed place in after expiry of time*

limit provided for in paragraph 5 of present Article the receiver of cargo, cargo-luggage is entitled to returned it, if he/she returns to the railway the cost received from it for loss if cargo, cargo-luggage.

10. If receiver of the cargo, cargo-luggage refuses in written form to receive it or does not dispose it within 4 day and night after receiving the notification, the railway is entitled to perform the realization of this cargo, cargo-luggage in accordance with the rules established by the Legislation of Georgia.

11. Cargo, cargo-luggage shall be distributed at the appointed railway station to the person who presents the cargo, cargo-luggage check.

12. Cargo, cargo-luggage at the appointed railway station shall be stored for free during 24 hours except the time of delivery. After the expiry of this time limit payment for the storage of luggage shall be made in accordance to the “rules on transportation of passengers, cargo, cargo-luggage and mail by the railway”.

13. Leaved cargo-luggage is subject to realization in accordance with rules established by the legislation of Georgia.

Article 42. Transportation of the Postal Sending

1. The railway performs the transportation of the postal sending on the ground of the agreement conceded with the postal factory (organization and etc) according to which this factory (organization and etc) is obliged to present the postal sending on time, load it into the separate carriage, pay for the transportation expenses and receive postal sending at the appointed place, but the railway is obliged to receive postal sending for a transportation and bring it to the destination place on time.

2. Transportation of the postal sending shall be performed by the carriage connected to train, if other is not provided for by the transportation agreement.

3. Conditions for connecting the carriage to train and transportation of the postal sending are determined by the “rules on transportation of passengers, cargo, cargo-luggage and mail by the railway”.

Article 43. Serving the Passenger with the Mail and Telecommunication Services

The railway for serving the passengers with the mail and telecommunication services under the corresponding agreement on service shall allot a storehouse on the railway station to postal factory (organization and etc) for determined period and price.

Chapter VI

Liability of the Parties

Article 44. Liability of the Parties

1. For violation of their obligations the parties are liable which is determined by the present code, other normative acts and corresponding agreements.

2. Parties are liable only for the violations which are caused by them or their reason. Together with the compensation of the damage caused by violation, violator party is obliged to pay cost for transportation of passengers, cargo, cargo-luggage, using of carriage (container) and other services.

3. Avery type of agreement concluded between the consignor (consignee), passenger and the railway, which restricts or exempts from the liability established by the legislation of Georgia are invalid.

Article 44. Liability of the Railway for not Allocating of Means of Transport and Liability of Consignor for not using Transferred Means of Transport.

1. The railway for not using the carriage (container) or/and refrigerator car (transporter), and consignor for not presenting the cargo, changing the place of destination, not using the allocated carriage (container) or/and refrigerator car or refused to receive it/them shall be liable to compensate the damage in accordance with "the railway tariff policy".

2. Consignor shall be released from compensation, for damage, if following conditions exist:

- a) force majeure;
- b) when authorized person for it forbids the loading and unloading of cargo terminates or restricts the loading of cargo;
- c) accident, which was the reason for the termination of main activity of consignor;
- d) not using of more carriages (container) then provided for in the application about transportation of cargo to consignee, without the consent of the consignor;
- e) fulfillment of the application about transportation of cargo by tons, if its transportation is established by carriage and tone.

3. If consignor as a result of compress loading uses less quantity of carriages (containers) then it is provided for in the application, the damage caused by not fully usage of them shall not be compensated.

4. If consignor notifies the railway station about using the carriage (container) before two days of loading the amount of compensation shall be reduced to one third.

5. The railway is released from payment of the compensation for damage if the following conditions exist:

- a) force majeure;

- b) when authorized person for it forbids the loading and unloading of cargo terminates or restricts the loading of cargo;*
- c) nonpayment of the costs for transportation of cargo and other concert services (work) by the consignor (consignee).*

6. If consignor (consignee) and port stops the carriages (containers) because of the loading unloading cleaning and washing, the railway is released from the property liability for not using of those carriages (containers), which were stopped and for this reason they were not delivered for loading.

Article 46. The Liability of the Railway for Loss, Damage, Spoil and Lack of Cargo (Luggage, Cargo-Luggage) in Accordance with the Agreement on “International Railway Cargo Communication”

1. From the time of receiving the cargo for transportation until its distribution the railway has a property liability for not storing the cargo, if it could not prove that cargo was lost, spoiled and lacked:

- a) because of the reason of consignor or consignee;*
- b) because of the natural characters of the cargo;*
- c) because of the lack of package (pack), which was not noticeable while the examination of cargo when it was received or because of using of that kind of package, which was inconsistent with the characters of cargo;*
- d) because of delivering of those cargo for transportation, humidity of which exceeds the established norm.*

2. The railway is released from property liability because of damage, loss spoil and lack of cargo, which was received for transportation, if:

- a) cargo was deliver by the proper carriage (container) with arranged closing-seal equipment of the consignor and with taking into the consideration other requirements which ensure the safety of cargo;*
- b) cargo was damaged, spoiled or lacked because of natural reason concerned with transportation of cargo by open movable structure;*
- c) transportation of cargo was performed with the accompaniment of conductor of the consignor (consignee) according to the “rules on transportation of by the railway”;*
- d) lack of cargo does not exceed the norm of natural loss of mass and difference of measurement of mass net;*
- e) cargo was damaged, lost, spoiled or lacked because the consignor indicated incorrect or insufficient data in the invoice.*

3. If the applicant of the pretension proves, that cargo was lost, damaged, spoiled or lagged because of the reason of the railway, the property liability for non protection of the cargo is conferred to the railway.

4. If on the request of consignor the cargo is not delivered to him/her within 30 days after the delivery of cargo at place and in case of direct mixed transportation within the period provided for by the agreement on “international railway cargo

communication”, cargo shall be considered as lost.

5. If cargo is delivered after the expiry of the time limit period provided for in paragraph 4 of this Article consignor has the right to receive it if he/she returns to railway the compensation for the loss of cargo in accordance with the rules established by the present code.

6. If consignor refuses to receive the cargo or does not dispose it after 4 days from receiving the notification about the delivery of cargo, the railway has a right for the realization according to the rules established by the legislation of Georgia.

7. The railway shall compensate the damage caused by the transportation of cargo with the following amount:

- a) in case of loss or lack of cargo – with the amount of the cost of lost or lacked cargo;*
- b) in case of damage (spoil) of cargo – with the amount, which has reduced its cost, but if reparation of cargo is impossible – with the whole amount of the cost;*
- c) in case of loss of cargo of declared value – with the amount of whole declared value or that part which corresponds to the part of lost, damaged, spoiled or lacked cargo. The value of the cargo shall be determined by the rule established by the legislation of Georgia.*

8. The railway together with the compensation for the damage caused by the loss, damage, spoil or lack of cargo shall return to consignor (consignee) the amount for transportation of cargo and other concerned services (performed work) in proportion to the quantity of delivered, lost, damaged spoiled or lacked cargo.

9. If cargo (cargo-luggage) was lost, damaged, spoiled or lacked because of the conditions, elimination of which was possible from the day of receiving of cargo for transportation until its distribution, the liability for non protection of cargo (cargo-luggage) is conferred on the railway.

10. The railway shall compensate the damage caused during the transportation of cargo (cargo-luggage) with the following amount:

- a) in case of loss or lack of cargo (cargo-luggage) – with the amount of the cost of lost or damaged cargo (cargo-luggage);*
- b) in case of damage (spoil) of cargo (cargo-luggage) – with the amount which has reduced its cost, but if the restoration of cargo (cargo-luggage) is impossible – with its whole amount;*
- c) in case of loss of cargo luggage of declared value – with the amount of its declared value.*

11. The value of cargo (cargo-luggage) is determined according to the “rules on transportation of passengers, cargo, cargo-luggage and mail by the railway”.

12. The railway together with the compensation for the damage caused by the loss, damage, spoil or lack of cargo (cargo-luggage) shall return to consignor (con-

signee) the amount for transportation of cargo and other concerned services (performed work) in proportion to the quantity of delivered, lost, damaged spoiled or lacked cargo.

Article 47. Liability for Late Delivery of Cargo at the Place of Destination

1. During the local transportation, when delivering of cargo at the place of destination is late, also when delivering of empty carriage of consignor (consignee) at the place of destination is late, the railway shall compensate the damage in accordance with the rule established by the Civil Code of Georgia.

2. During the local transportation the damage caused by the late delivery at the place of destination shall be compensated in accordance with the Civil Code of Georgia.

3. During the international transportation, when delivery of the cargo at the place of destination is late, also when delivering of empty carriage of consignor (consignee) at the place of destination is late, the railway or that part by whose reason the time limit has expired during the direct mixed transportation, the damage shall be compensated with the amount determined by the agreement on “international railway cargo communication”.

Article 48. Liability for Using the Movable Structure without Permission

If consignor (consignee) or other person is using a carriage container of the railway transport factory (organization) without the permission of authorized person for it, also if the railway is using a carriage (container) of the consignor (consignee) or other person) without the permission of authorized person for it, the violator party shall pay triple amount of the cost for using a carriage (container).

Article 49. Liability for Presenting the Cargo Transportation of which is Prohibited or which requires exclusive treatment during the transportation

For incorrect indication of data about the name of cargo, exclusive remark of necessary measures for transportation, also for sending the cargo, transportation of which is prohibited or for incorrect marking of the character of cargo, consignor is obliged to pay increased amount of the cost for the transportation of this cargo established by the :Railway tariff policy”.

Article 50. Cost for Using a Carriage (Container)

1. In cases provided for in paragraph 4 of Articles 25 and Articles 29, 36 (except the overtime of stopping of passengers train) and 48 consignor (consignee) or expeditor, according to the agreement concluded between him/her or the railway, shall pay corresponding amount to the railway for using of each carriage (closed, partially closed platform) at the railway station of sending and destination places. The amount of the cost shall be determined by the rules established by the “Railway tariff policy”.

2. Costs for using tanks, cement carrier, gondola car, mineral carrier and other special types of carriages provided for in this Article shall be played in double amount, but for usage of refrigerator car and transporter – in triple amount.

3. If consignor notifies the railway station that he/she refuses the loading of carriage, the cost for using this carriage shall be played by the railway before the day of receiving the notification.

4. In cases provided for in Articles 29, 36. 48 of the present Code the consignor (consignee) shall pay to the railway for using universal containers in accordance with the “railway tariff policy”.

5. Consignor (consignee) and the port shall be released from payment of costs for using a carriage (container) if:

- a) Communication on approaching railway railroad because of force majeure was terminated or performance of loading-unloading operations were prohibited, also accident took place, because of which the performance of the main activities of consignor (consignee) or the port became impossible;
- b) quantity of containers delivered by the railway exceeds the amount established by the agreement on exploitation of approaching railway railroad and giving-removing of carriage (container).

6. If consignor refuses to load the empty carriage arrived at the railway station, according to the application and it is impossible to use it by other consignor within the account period, consignor is obliged to pay to the railway for the costs of actual run of the carriage, but no more then for 300 kilometers.

Article 51. Liability of Parties for Violation of Other Conditions of the Agreement

1. For exceeding the time of stay provided for in the schedule of passenger and cargo trains, because of the termination of distribution of electricity, distribution of low quality or other independent reasons of the railway, the violator shall compensate the damage caused by the stoppage of train.

2. For exceeding the tonnage of the carriage (container) the consignor shall pay to the railway quintuple amount of the cost for the transportation of superfluous cargo. Consignor shall also compensate the costs for loading and storing of superfluous cargo and for damage coursed by the accidents that took place by the reason of unloading carriage (container).

3. In case of damage or loss of carriages (containers) given by the railway or its removable details and equipments consignor (consignee) and other corresponding person for whose reason the carriage (container) or its details and equipments has damaged or lost, are obliged to restore (retune) them and pay triple amount of the cost to the railway for the loss caused by this damage or if it has restored shall pay triple cost.

4. If the railway has damaged a carriage (container) of the consignor (consignee) or other person, the railway is obliged to restore such carriage (container) or pay triple amount of the cost for the loss caused by the damage of carriage (container).

5. In case of detaining of the carriage (container) of the consignor (consignee) or other person, the railway on his/her request is obliged to give him/her the same type of carriage (container) for the determined period with the right of free usage, but if the railway could not return the lost carriage (container) to the owner, to transfer it to its ownership in accordance with the rule established by the legislation of Georgia.

6. The rule on substitution of the damaged lost or issued with leased carriage (container) is determined by the lease agreement.

7. If the railway with the consent of the consignor gave him an empty carriage (container) for loading, which has open hatch, doors and whole fixing equipments, the railway shall pay to consignor the amount of costs for performing corresponding work. The reasonable time is given to consignor for performing it.

8. If the consignee violates the requirements established by Article 28 of this Code hi/she is obliged to compensate the costs for work provided for in this article and pay the amount for using a carriage (container) according to the "railway tariff policy".

Chapter VII Acts, Pretensions, Claims

Article 52. Acts

1. Conditions, which presents the ground for liability of participants of the railway communication, shall be proved by the commercial, technical and common form of acts.

2. Commercial acts shall be established when it is proved:

- a) the inconsistency of the name of cargo, luggage, cargo-luggage with the data indicated in the documents of transportation;
- b) the damage or/and spoil of the cargo, luggage and cargo-luggage;
- c) the revealing of cargo, luggage and cargo-luggage, which are not accompanied with the documentation of transportation, or/and revealing of those documentation of transportation, which are not accompanied with cargo, luggage and cargo-luggage;
- d) returning of the stolen (misappropriated) cargo, luggage and cargo-luggage to the railway;
- e) after forming the documents about distribution of cargo into the cargo cash-deck within the 24 hours not giving the cargo by the railway in to the approaching railroad. In this case the commercial act shall be made only on the request of consignee.

3. Commercial acts shall be made:

- a) during unloading of cargo, luggage and cargo-luggage at the place of common usage – on the unloading day or on the delivering day of cargo to consignee in cases provided for in the “rules on transportation of cargo by the railway”;*
- b) during unloading of cargo at the place of common usage – on the unloading day; also examination of cargo shall be performed in the process of unloading or after unloading a cargo;*
- c) on the way of the communication of cargo, luggage and cargo-luggage – on the day, when revealed the conditions which were the subject to commercial act.*

4. If forming of a commercial act is impossible it shall be done on the next day.

5. During the railway endings the commercial acts shall be formed on each carriage. Forming of one commercial act is possible when the same kind of cargo is distributed to a group of arrived carriages, if cargo is unloaded through throwing down or lying down and is delivered by arranged carriages without signs of loss from one consignor to the address of one consignee:

- a) in case of loss – if it is more then the norm of natural loss of mass of cargo and difference in measurement of mass net;*
- b) in case of superfluous – if the difference exists between the mass determined at the sending railway station and the mass determined at the railway station of destination, by taking into account the difference in measurement of mass net.*

6. The loss or superfluous of those cargo transportation of which is performed through throwing down, laying down, pouring in or unloading on the way on the address of one consignee and which is delivered by the arranged carriage without signs of loss, shall be determined according to the outcomes of the examination of the whole consignment distributed at the same time and formed with one commercial act.

7. Three copies of the commercial acts shall be performed. While filling in the commercial act it is not allowed to wipe of, rub out and correct. The commercial act shall contain:

- a) Precise description of cargo, luggage or cargo-luggage and those conditions which caused non protection of cargo, luggage or cargo-luggage. Questions contained in the commercial act shall be answered precisely. Derogation or pointing out of repeating sign instead of repeating useful data is no allowed;*
- b) Data about if cargo, luggage, cargo-luggage are loaded, placed and fixed correctly or not, also if protecting signs are on the cargo in open movable transportation structure or not.*

8. Extract from the temperature list shall be submitted to the commercial act about spoiling of easily spoiled cargo. Conditions concerning the filling it in are deter-

mined by “rules of transportation of cargo by the railway”.

9. A person, who composed and signed a commercial act incorrectly is liable, which is determined by the legislation of Georgia.

10. According to the “rules of transportation of cargo by the railway” commercial act shall be signed by consignee (if he/she participates in the process of examination of cargo, luggage or cargo-luggage), the railway and other participating persons.

11. The railway is obliged to compose if it reviles itself the conditions listed in this Article, if even one of these conditions were mentioned by the receiver of cargo, luggage or cargo-luggage. Representatives of parties who participate in composition of commercial act do not have the right to refuse to sign it. In case of disagreement concerning the content of the commercial act, representatives of parties have the right make their remarks.

12. In case of refusal to compose or incorrect composition of the commercial act by the railway, consignee has a right to submit a written application to the railway.

13. The railway is obliged to answer the application about the easily spoiled cargo within one day after receiving it, and applications concerning other cargo, luggage or cargo-luggage – within three days after receiving. If the application is well grounded because of stoppage for composing the commercial act, consignor does not pay the costs for storage of cargo, luggage or cargo-luggage.

14. On the request of consignee, the railway is obliged to issue commercial act within three days. The rule on distribution of the commercial acts among the structural unities of the railway is determined by the railway.

15. To approve the conditions other then provided for in this Article, acts of technical and general form shall be made in accordance with the “rules on transportation of passengers, cargo, cargo-luggage and mail by the railway” and the “rules on transportation of cargo by the railway”.

Article 53. Submission of the Pretension

1. Before submitting a claim against the railway about transportation of cargo (cargo-luggage), submission of written pretension is obligatory.

2. For the damage caused during the local transportation following persons are entitled to submit a pretension or claim against the railway:

- a) consignor (consignee) or person authorized by him/her, while presenting the original cheque of cargo on receiving the cargo for transportation on which there is a singe indicating that that the railway did not receive the cargo – in case of total loss of cargo;
- b) consignor (consignee) while presenting the original invoice and commercial act – in case of damage, spoil, loss reduction of quality and other cases;
- c) consignee – in case of expiry of time limit for delivering cargo (cargo-luggage)

- at place if he/she presents the invoice (original cargo-luggage cheque);
- d) consignee – in case of late distribution of cargo (cargo luggage) if he/she presents the originals of transportation invoice and act of common form.

3. The conditions for submitting a pretension during the international transportation are determined by the agreement on “international railway cargo communication”.

4. Consignor (consignee) is entitled to transfer the authority for pretension to another person.

5. Pretension concerning the transportation of passengers or cargo may be submitted by:

- a) person who presented the cargo cheque – in case of loss of cargo;
- b) person who presented the corresponding commercial act – in case of damage, spoil or loss of cargo;
- c) person who presented the corresponding act of common form issued by the railway – in case of expiry of time limit for delivering cargo at place;
- d) Passenger who presented ticket – in case of delay or late departure of train.

6. Pretension concerning the transportation of cargo, luggage, cargo-luggage and passengers, also the damage of movable structures and containers (belonging to consignor, consignee or other person) by the railway, shall be submitted to the railway.

7. Pretensions concerning the transportation of cargo during the direct mixed communication shall be submitted to:

- a) the railway of destination – if the final point of cargo transportation is the railway station;
- b) another type of administration which serves the final point of cargo transportation or under, whose authority is this point.

Article 54. The Rule on Submission of the Pretension

1. Pretension shall contain the requirements of the applicant and be attached to the pretension confirmation document.

2. Document confirming the quantity and cost of the sent cargo (cargo-luggage) without payment of received income and unrealizable fractional expenditure, or costs of details and components of lacked cargo (cargo-luggage), also shall be attached to the pretension, about loss, damage, spoil or lack of cargo.

Article 55. Deadline for Submitting a Pretension

1. During local transportation pretension may be submitted within the period determined by the civil code of Georgia, but during international transportation – within the period determined by the agreement on “International Railway Cargo communication”.

2. Deadline for submitting a pretension is calculated:

Because of damage, spoil or loss of cargo, luggage or cargo-luggage - from the day of distributing of cargo, luggage or cargo-luggage;

- a) because of loss of cargo – after 10 days from the expiry period of delivering cargo at place;*
- b) because of loss of luggage, cargo-luggage – after 30 days from the expiry period of delivering at place of cargo, cargo-luggage of a physical person and after 10 days from the expiry period of delivering at place of cargo-luggage of a legal person;*
- c) because of expiry of time limit of delivering cargo, luggage, cargo-luggage at place- from the day of distribution of cargo, luggage, cargo-luggage;*
- d) before returning the cost for using a carriage (container) – from the day of payment of this costs by the applicant of the pretension;*
- e) because of non-performance of application on transportation of cargo – after 5 days from payment of costs;*
- f) because of damage caused by self-willed detention of consignor (consignee) or carriage (container) of the other factory (organization etc.) by the railway – after the expiry of time of delivering the cargo at place or returning it to railway station;*
- g) in any other cases caused by transportation – from the day when the event took place, which has become a reason for the pretension.*

3. The railway is obliged to discuss a pretension and inform the applicant about the outcomes of a pretension within the 2 months period after receiving the pretension. If the railway recognizes the pretension it is obliged to pay to applicant for the damage caused by transportation of cargo within 2 weeks after recognizing the pretension according to the article 46, paragraph 7.

4. If the pretension is submitted together with the incomplete documents, it should be returned to applicant within 10 days without any discussion.

5. If the railway partially satisfies or rejects the pretension, it shall mention the reason of the decision made. In that case the documents submitted to the pretension shall be returned to applicant.

6. The railway has the right to submit a pretension to consignor (consignee) or other person within the period established by the legislation of Georgia.

Article 56. Deadline for Submitting a Claim

Proceeding from the relations governed by the present code, submitting of claim shall be made within the period established by the legislation of Georgia.

Article 57. The Rule on Submitting a Claim

1. Claim concerning the transportation of cargo (luggage, cargo-luggage) against the railway may be submitted in case, if the railway fully or partially refuses to satisfy a pretension, or if the railway does not answer the applicant within the 2 months period after receiving the pretension.

2. Claim shall be submitted to the court according to the rules established by the legislation of Georgia.

3. Submission of claims related to the transportation of passengers, cargo or cargo-luggage, is allowed within the period established by the article 53 of the present code, in case if the answer of the railway is received.

Article 58. The Right of Lien on Cargo

The railway, because of the costs caused by the treaty on transportation, has the right of lien unless it is authorized to dispose this cargo.

Chapter VIII

Safety of Communication, Protection of Cargo and Objects of Railway Transport, Organization of Work in Special Conditions

Article 59. General Provisions on Safety of Communication

1. The territories of railway stations, passengers platforms and structural unities and railways on which communicate the trains and loading and unloading works are done, present the most dangerous zones. Entry of unknown persons on these territories is forbidden, if they are not caused by working necessities. The rules on staying, performing works in the most dangerous zones, communication and crossing the railroads, are established by the Railway.

2. Service of passengers, also movable structure (including specialized), containers, elements of superstructure on the rail roads, other technical means and mechanisms shall be in consistent with the requirements of communication and fire safety, protection of ecological cleanness and work, which is established by the rules on technical exploitation of the railway.

3. Rule on classification of violations of rules on railway communication and fire safety, official investigation and calculation, are determined by the railway.

4. Guilty persons are liable according to the legislation of Georgia for violation of rules on railway communication and fire safety.

Article 60. General Principles of Organizing the Provision of the Communication Safety

1. Railway transport factories (organizations etc) provide the safety of transportation of passengers, cargo, trains and other means of railway transports and fire (including the safety of maneuvering works) also protection of working conditions and environment.

2. Railway provides the safety of communication on the ground of the following principles:

- a) through systematically referring to ruling and scheduling for providing safety of fire-prevention and communication;*
- b) through making transportation process in conformity with the normative acts;*
- c) through protecting the legal interests of persons and railway transport*

- while providing communication safety;*
- d) *through mutual liability of persons and railway transport in the field of providing communication safety.*
3. *The rules on prevision of communication safety are determined by the corresponding normative acts.*
4. *Objects of the railway transport, on territories of which production, storage, loading, transportation and unloading are performed, shall be far from the railway railroads of a common usages in such a distance, which ensures the safe functioning of the railway. This distance, also the norms on the storage and building of objects near the railway railroads or on their crossing points are established by the railway.*
5. *The liability for building and safe exploitation of gas pipeline, oil pipeline and other communications existing near or on the railway railroad crossing points is conferred on the owners of these communications.*
6. *Sender (receiver) factory (organization) of dangerous cargo and the railway are obliged within their competence to ensure the safety of transportation, loading and unloading, to possess technical means and have subdivisions, which are necessary for liquidation of emergency conditions and outcomes of accidents.*
7. *Crossing of the railway railroad by the other type of transport means is allowed only on different levels of the railway railroad and the road. Crossing of the railway railroad and the road on the same level is allowed in cases determined by the legislation of Georgia.*
8. *Liability for protecting the safety while crossing the railway railroad by the road is determined by the legislation of Georgia.*
9. *Crossing points of railway railroad by the main oil pipelines and gas pipelines are marked with the corresponding singe. The owners of these buildings are obliged to inform the railway on time about those emergence conditions which cause danger to communication and fire safety.*
10. *Personnel of the railway while performing the service operations concerning the departure of train and technical means on the crossing points, are acting in accordance with the rules determined by the corresponding normative acts.*

Article 61. Protection of Cargo and Objects of the Railway Transport

1. *On the communication way and in the railway stations the protection of cargo and objects of railway transports are done by the railway with the help of transport police, but fire preventing activities, supervision of fire safety and liquidation of fire are ensured by the corresponding offices of the railway.*
2. *The list of that cargo which needs the protection and accompaniment of the police is established by the railway with the agreement of the police. The transport police is obliged for the protection of cargo and objects of railway transport*

which are deposited to it.

3. Cargo which shall be transported in special conditions, shall be protected and accompanied by the consignee (consignor) in accordance with the “rules on transportation of cargo by the railway”.

Article 62. Organizing of Working of the Railway During the Emergency Including War Situations, Mobilization and other Emergence Situations.

1. During Emergency Including War Situations, Mobilization and other Emergence Situations factories (organizations etc) together with the bodies of central and local self government (authority) of the state authority shall carry out immediate measures in accordance with the rules established by the legislation of Georgia.

2. Liability for hindering, stopping and damaging of technical means is determined by the rule established by the legislation of Georgia.

Article 63. Insurance on the Railway Transport

Insurance of passengers, cargo, luggage, cargo-luggage on the railway transport and other type of insurance shall be made in accordance with the legislation of Georgia.

Chapter IX

Final Provisions

Article 64. Effective Date of the Code

1. This code shall take effect as of the moment of publication.

2. As of effective date of this code the Law of Georgia on “railway transport” shall be considered repealed

The President Of Georgia

Eduard Shevardnadze

Tbilisi

December 28, 2002

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